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RUTGERS UNIVERSITY

CAMDEN COUNTY COLLEGE
BLACKWOOD, NEW JERSEY

AGREEMENT

between

Camden County College Board of Trustees

BOARD OF TRUSTEES

OF

CAMDEN COUNTY COLLEGE

AND

INTERNATIONAL UNION OF ELECTRONIC,
ELECTRICAL, TECHNICAL, SALARIED & MACHINE WORKERS,
AFL-CIO, LOCAL 440

Custodial, Maintenance and Grounds Department

1988 - 1991

X July 1, 1988 - June 30, 1991

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There shall be no discrimination against any employee on account of membership in the Union or on account of employee's participation in any Union activities, defined to mean the fulfillment of steward functions.

B. Any employee who engages in any form of conduct or activity (sexual harassment) which violates Section 703 of Title VII shall be subject to disciplinary action up to and including discharge as the College in its sole discretion shall deem appropriate, including selective discipline where all participants cannot be discharged and all leaders, participants and instigators cannot be identified. An employee who believes the disciplinary action by the College concerning him or her was not justified shall have recourse to the appropriate grievance procedure.

ARTICLE IV - MANAGEMENT

Recognition of Rights and Function of Management

- I. Subject to the provisions of this Agreement, the Union agrees that supervision, management and control of the Camden County College operations are exclusively the function of the College and that the College has the right to make such reasonable rules and regulations as it considers necessary or advisable for the orderly and efficient conduct of its operations.
- II. It is the prerogative of the College from time to time to modify, change, to select and determine all qualifications of new employees, and the methods by which such qualifications are to be determined; to assign Union members as the College shall in its judgment determine proper; to fix all or any assignments as to wages and hours which need be uniform.

This checkoff is valid and is not revocable until:

- (a) the expiration of contract; or
- (b) one year from signature

Revocation shall be in effect only if I give you and Local 440, International Union of Electrical, Radio and Machine Workers written notice by individual certified mail, return receive requested.

Date

Employee's Signature

Initiation Dues: _____

ARTICLE VII - AGENCY SHOP

Agency Shop Provision for Non-Members

- A. The Union President shall submit to the College Personnel Office a list of names of employees covered by this contract who are not currently dues paying members. The College in compliance with State Law and this Agreement, will deduct from non-union employees in this bargaining unit a representation fee equal to eighty-five percent (85%) of the amount set for union members (this amount will be determined by the Union Treasurer and is to be paid by payroll deduction).
- B. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of the Article. It is further understood that once the funds deducted are remitted to the Union the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 3

All work performed in excess of eight (8) hours in a single day, in excess of forty (40) hours in any given week and all work performed on Saturday shall be paid for at one and one-half (1-1/2) times the regular straight time rate.

SECTION 4

Double time shall be paid for all work performed on Sunday, except for firemen-maintenance employees working on their regular schedule. Work performed on listed holidays shall be paid for at double time and a half (2-1/2) which shall include all remuneration including pay for the holiday and overtime premium.

Any employee who is required to work on a Snow Day when the College is officially closed will receive their regular days pay and in addition will receive straight time for the hours worked. Employees who are not required to work on a Snow Day when the College is officially closed will receive their regular days pay.

SECTION 5

No employee will be required to work on holidays that are observed by the College and listed in this Agreement. If the College knows of its overtime requirements, it will endeavor to give notice of twenty-four (24) hours of overtime requirements and forty-eight (48) hours notice of requested Saturday overtime.

SECTION 6

The College may require the services of employees in the bargaining unit in the case of an emergency such as snow removal, flood or other "Act of God" to protect the property of the College and to permit the College to function. Employees who are called in on an emergency basis are to receive minimum of four (4) hours pay.

SECTION 9 - SHIFT DETERMINATION

Where more than one work shift per day within a given occupation is in effect, employees within the occupation will be given preference of shifts in line with seniority. Such preference will be exercised only when vacancies occur, or where there is a decrease in work force on a given shift.

ARTICLE XIII - SENIORITY

SECTION 1

Seniority shall be exclusively defined as the employee's length of continuous service within this specific bargaining unit, beginning with the original date of hire in a full-time capacity. In the event that the employees should leave the bargaining unit and take another non-Local 440 position within the College, his seniority in Local 440 will end.

SECTION 2

For the purposes of seniority and layoffs, Custodian employees, Maintenance employees, Firemen-Maintenance employees, Groundskeepers, Drivers, Receiver, and Mechanic shall be seven separate units.

SECTION 3

In the event of a layoff, the least senior employee in the Custodian unit is to be laid off first.

SECTION 4

In the event of a layoff, the least senior employee in the Maintenance unit is to be laid off first.

SECTION 5

In the event of a layoff, the least senior employee in the Firemen-Maintenance unit is to be laid off first.

SECTION 6

In the event of a layoff, the least senior employee in the Groundskeeper unit is to be laid off first.

SECTION 12

All elected union officials, up to a maximum of twelve (12) shall have super seniority for the purpose of layoffs, during the term of office to which they are elected. They will be returned to their regular standing on the seniority list upon termination of office.

SECTION 13

The College shall send notification to the Union each month of all new hires and terminations showing name, address, date of hire, job title, and salary.

SECTION 14

Seniority shall cease upon voluntary termination, discharge for just cause, and failure to return to work when recalled.

SECTION 15

Any member being elected or delegated to any Union activities necessitating a temporary leave of absence without pay shall be granted same and at the end of such leave shall be reinstated to their former job and rate, plus any increases granted in their absence without loss of other benefits.

SECTION 16

All military leaves shall be dealt with in accordance with applicable Federal and Local regulations.

ARTICLE XIV - GRIEVANCE PROCEDURE

Any differences, disputes or grievances that may arise between the Union and the College regarding interpretation of this Agreement shall be taken up as follows:

- (d) The Union and the College shall have the right to bring in the aggrieved person(s) in any of the steps of the grievance procedure as outlined above.
- (e) A grievance must be filed in writing within fifteen (15) calendar days from the date on which the act which is the subject matter of the grievance occurred or fifteen (15) calendar days from the date on which grievant should reasonably have known of its occurrence or thereafter be barred.
- (f) Anything to the contrary notwithstanding, any challenge to the propriety of a discharge must be filed in writing to the College within five (5) days from the date of the discharge or the same will be deemed to have been waived.
- (g) Without limitation, the College shall have the right to discharge employees within the first ninety (90) calendar days of employment.

ARTICLE XV - NOTICE OF DISCHARGE

SECTION 1

Employees shall be discharged only for just cause.

SECTION 2

The Shop Chairman shall be notified immediately of all discharges.

SECTION 3

It is agreed that a discharge grievance shall be processed immediately with the College President or his designee.

SECTION 4

If any discharge is found to be unfair or discriminatory, the employee shall be reinstated.

SECTION 5

Any employee with at least one (1) year's seniority will receive thirty (30) days notice of layoff or in lieu of notice two (2) weeks' pay.

The administration and grading of tests will be the responsibility of the Personnel Office. Applicants may avail themselves of the opportunity to examine their individual test after it has been graded.

ARTICLE XVII - REPORTING TIME

Employees who report to work at their regular starting time and have not been given at least one day's notice not to report, shall be guaranteed at least four (4) hours work or pay, except when the inability to provide four (4) hours work is due to an "Act of God" beyond the control of the College.

ARTICLE XVIII - BEREAVEMENT LEAVE

In the event of a death in the immediate family, the College may grant leave with pay not to exceed five (5) days. An employee's immediate family shall be considered as husband, wife, children, brother, sister, stepchildren, grandchildren, father, mother, mother-in-law, father-in-law, grandfather and grandmother. Additionally, one (1) day off with pay may be granted by the College in the event of a death of an employee's aunt, uncle, brother-in-law, sister-in-law, nephews, nieces and cousins.

ARTICLE XIX - SICK LEAVE

A. All full-time employees are entitled to take time off from work because of personal illness in the immediate family (father, mother, spouse, or children) without any loss of pay according to the following schedule:

- (a) Employees are allowed twelve (12) days of sick leave per year.
- (b) Accumulated days of sick leave will be unlimited.
- (c) A sick leave is subject to medical verification if requested by the immediate supervisor.
- (d) Part-time employees will have their sick leave prorated based on time worked.

B. Probationary employees shall be granted personal leave on a pro-rated basis as follows:

| <u>Date of Hire</u> | <u>Personal Days</u> |
|--------------------------|----------------------|
| July 1 - October 31 | 1 day |
| November 1 - February 28 | 1 day |
| March 1 - June 30 | 1 day |

ARTICLE XXI - VACATIONS

SECTION 1

The College agrees to grant to each employee on the payroll as of July 1 of each year a vacation with pay, in accordance with the following schedule, according to the length of service of each individual:

- (a) Employees who have worked one (1) year shall receive two (2) weeks vacation.
- (b) Employees hired after September 1 will receive credit at the rate of one (1) day per month for the time employed.
- (c) Employees who have worked five (5) years shall begin to accrue three (3) weeks vacation. Employees who have worked six (6) years shall begin to accrue three (3) weeks plus one (1) day vacation. Employees who have worked seven (7) years shall begin to accrue three (3) weeks plus two (2) days vacation. Employees who have worked eight (8) years shall begin to accrue three (3) weeks plus three (3) days vacation. Employees who have worked nine (9) years shall begin to accrue three (3) weeks plus four (4) days vacation.
- (d) Employees who have worked ten (10) years shall begin to accrue four (4) weeks vacation.
- (e) Employees who have worked more than ten (10) years shall begin to accrue twenty-two (22) vacation days.

6. Martin Luther King's Birthday
7. Good Friday
8. Easter Monday
9. Memorial Day
10. Employee's Birthday (or an alternate day mutually agreed upon by the employee and the immediate supervisor)

ADDENDUM: Part-time employees shall receive pro rata pay for holidays they would normally be scheduled to work.

SECTION 2

Eligible employees shall include all those who are at work within the work week in which the holiday falls or absent for bonafide reasons.

SECTION 3

In the event that any of the above holidays fall on a Saturday, they shall be celebrated on the preceding Friday.

In the event that any of the above holidays fall on a Sunday, they shall be celebrated on the following Monday.

ARTICLE XXIII - HOSPITALIZATION AND PRESCRIPTION PLAN

The Board of Trustees shall pay all premiums to provide for full Blue Cross/Blue Shield coverage, with Rider J Premiums for employees and eligible dependents and Major Medical. The College will provide a prescription plan (\$1.00 per prescription) for each employee and spouse, and his/her unmarried eligible dependents.

ARTICLE XXIV - WORKMEN'S COMPENSATION INSURANCE

All employees are covered by Workmen's Compensation Insurance.

SECTION 1

In the event of an accident, the employee shall immediately notify his immediate supervisor.

their attention or any safety condition they feel necessary to institute. Employees shall use all protective devices and safety equipment provided by the College, and observe all College safety rules.

ARTICLE XXX - REST PERIOD

Employees will be given a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon without loss of pay.

ARTICLE XXXI - WASH-UP TIME

All employees shall receive five (5) minutes wash-up time before the regular lunch period and before quitting time, or supper time if working overtime.

ARTICLE XXXII - JURY DUTY

An employee who is required to be absent from his scheduled work in order to serve jury duty shall receive from the College the difference between the daily jury duty pay and the amount payable at his regular straight time earning for a normal work day.

ARTICLE XXXIII - TUITION TO COLLEGE COURSES

A. Local 440 members and eligible dependents who meet the course entrance requirements are to be granted tuition free entrance to any credit classes offered by the College. The general service fees will be waived for Local 440 members and eligible dependents. Dependents shall be those defined by the Internal Revenue Service. Members of Local 440 and eligible dependents may enroll in credit courses without payment of tuition and general service fees. Additionally, Local 440 members may enroll in non-credit courses on a space available bases with payment of tuition and general service fees. Laboratory fees for non-credit courses will be waived if said course(s) is deemed to be work-related and approved by the appropriate Dean.

ARTICLE XXXVI - COLLEGE SPONSORED PROGRAMS

A: WELLNESS PROGRAM

A Wellness Program will be developed and maintained by the College for the physical health of all employees. It is understood that the Wellness Program will be available at no cost to Local 440 members.

B. HUMAN RESOURCES DEVELOPMENT

Camden County College is committed to fostering an environment that enables individuals to seek opportunities for professional growth and enrichment. The College will help employees to develop their potential and improve their ability to meet job responsibilities by providing opportunities and encouraging participation in educational training and development programs.

ARTICLE XXXVII - SALARIES

A. 3-Year Contract

| | | |
|---------|----|---|
| 1988-89 | 7% | Increase for the period from July 1, 1988 to June 30, 1989 |
| 1989-90 | 7% | Increase for the period from July 1, 1989 to June 30, 1990 |
| 1990-91 | 7% | Increase for the period from July 1, 1990 to June 30, 1991 |

B. Employees newly hired or presently not at the top of the rate for their classification shall be compensated under the following schedule:

- a. \$1,000 less than the maximum salary for the position at the time of hire.
- b. Upon completion of six (6) months of service, the employee will earn \$500 less than the maximum.

CAMDEN COUNTY COLLEGE
BOARD OF TRUSTEES

BY: Gabriel E. Danch
Gabriel E. Danch, Chairman

BY: _____
Gerald Pliner, Vice Chairman

BY: Harry Benn
Harry Benn, Secretary

BY: Dr. Joan G. Krivy
Dr. Joan G. Krivy, Treasurer

COLLEGE NEGOTIATING TEAM

BY: W. J. Wilhelm
W. J. Wilhelm, Dean of Personnel
& Labor Relations

BY: Robert E. Smith
Robert E. Smith, Dean
of Administration

INTERNATIONAL UNION OF ELECTRICAL
RADIO & MACHINE WORKERS, AFL-CIO
LOCAL 440

BY: Arthur Dorst
Arthur Dorst, International
Representative

BY: Helen Albright
Helen Albright, President

BY: Rocco DelGrammastro
Rocco DelGrammastro, Vice President

BY: Thomas Bowen
Thomas Bowen, Groundskeeper

BY: _____
Earl Foy, Boilerman

BY: Michael Paglia
Michael Paglia, Boilerman

BY: Nicholas Turse
Nicholas Turse, Custodian

BY: _____
James Valentino, Maintenance

BY: _____
Walter Ward, Custodian

Date Signed

Date Signed